

In re:
Kenneth A. Imes, Jr.
Michelle L. Imes
Debtors

Case No. 24-14566-pmm
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0313-4
Date Rcvd: Jun 13, 2025

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

| Symbol | Definition |
|--------|--|
| + | Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP. |

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 15, 2025:

| Recip ID | Recipient Name and Address |
|----------|---|
| db/jdb | + Kenneth A. Imes, Jr., Michelle L. Imes, 6561 Perkiomen Avenue, Birdsboro, PA 19508-9120 |

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 15, 2025

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 13, 2025 at the address(es) listed below:

| Name | Email Address |
|-------------------------|--|
| CHRISTINE C. SHUBERT | christine.shubert@comcast.net J100@ecfbis.com |
| CHRISTINE C. SHUBERT | on behalf of Trustee CHRISTINE C. SHUBERT christine.shubert@comcast.net J100@ecfbis.com |
| DENISE ELIZABETH CARLON | on behalf of Creditor LOANDEPOT.COM LLC bkgroup@kmlawgroup.com |
| JOSEPH T. BAMBRICK, JR. | on behalf of Debtor Kenneth A. Imes Jr. kymberlin.jtblaw@gmail.com |
| JOSEPH T. BAMBRICK, JR. | on behalf of Joint Debtor Michelle L. Imes kymberlin.jtblaw@gmail.com |
| ROBERT W. SEITZER | on behalf of Trustee CHRISTINE C. SHUBERT rseitzer@karalislaw.com jhysley@karalislaw.com;PA93@ecfbis.com |

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United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

| | | |
|----------------------|---|-------------------------------|
| In re: | : | CHAPTER 7 |
| | : | |
| KENNETH A. IMES, JR. | : | BANKRUPTCY NO. 24-14566 (PMM) |
| and MICHELLE L. IMES | : | |
| | : | |
| Debtors | : | |
| | : | |

ORDER

AND NOW, upon consideration of the Motion of Christine C. Shubert, Chapter 7 Trustee (the "Trustee"), for Entry of an Order (I) Authorizing the Sale of Residential Real Property Located at 616 West 2nd Street, Birdsboro, PA 19508 [Tax ID: 31-5334-12-95-1007] (the "Property") Free and Clear of all Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363 and (II) Authorizing the Compensation of Real Estate Broker Pursuant to 11 U.S.C. § 330 (the "Motion"), and after notice to creditors and parties in interest; it is hereby **ORDERED** that:

1. The Motion is **GRANTED**.
2. Pursuant to 11 U.S.C. § 363(b) and by the issuance of this Order, the Trustee is authorized and empowered to execute and deliver the necessary documents to transfer and sell the Property to Richard W. Rogers, Jr. (the "Purchaser") for the sum of \$163,300.00 (the "Purchase Price") pursuant to the terms and conditions of the Standard Agreement for the Sale of Real Estate (the "Agreement of Sale") attached to the Motion as Exhibit "A" (if there is any inconsistency between the Agreement of Sale and this Order, this Order shall control). In accordance with the Agreement of Sale, the Purchaser has paid a deposit in the amount of \$10,000.00 which sum shall be credited at the time of closing on account of the Purchase Price.
3. The Trustee be and hereby is permitted to sell the Property to the Purchaser free and clear of any and all liens, claims, security interests, mortgages, pledges, charges, indentures, loan agreements, options, rights of first refusal, offsets, recoupments, rights of recovery,

judgments, orders and decrees of any court or governmental entity, interest, successor, products, tax and other liabilities and claims, of any kind or nature, whether secured or unsecured, choate, or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or noncontingent, liquidated or unliquidated, matured or unmatured, known or unknown (collectively, the “Liens and Claims”).

4. The Liens and Claims shall attach to the proceeds of sale described herein, to the extent and with the priorities provided under applicable non-bankruptcy law, as such laws may be modified by the Bankruptcy Code.

5. The Property is being sold to the Purchaser on an “AS IS, WHERE IS” basis, without any warranty, either expressed or implied, with all defects.

6. The transfer of the Property to the Purchaser constitutes a legal, valid and effective transfer of the Property and shall vest the Purchaser with all right, title and interest of Kenneth A. Imes, Jr. in and to the Property, free and clear of all Liens and Claims.

7. The Purchase Price provided by the Purchaser for the Property is fair and reasonable. The Purchase Price was negotiated, proposed and entered into without collusion, in good faith and from an arm’s length bargaining position “within the meaning of § 363(f) of the Bankruptcy Code and *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 142 (3rd Cir. 1986)”.

8. RE/MAX of Reading is allowed brokerage commission in the amount of \$4,899.00 pursuant to 11 U.S.C. § 330.

9. At closing on the Property, the Trustee is authorized to distribute the proceeds from the sale of the Property as follows:

(a) First, the amount needed to satisfy any outstanding property tax and municipal liens due the applicable governmental authorities;

(b) Second, the amount needed to satisfy the first mortgage held by LoanDepot.com, LLC;

(c) Third, the amount needed to satisfy the judgment lien held by JPMorgan Chase Bank, N.A. in the principal amount of \$11,686.49 recorded on January 10, 2024;

(d) Fourth, the normal and customary closing costs including, but not limited to, transfer taxes and any recording fees;

(e) Fifth, satisfaction of the realtor fee due to RE/MAX of Reading in the amount of \$4,899.00;

(f) Sixth, the sum of \$15,425.00 to Kenneth A. Imes, Jr. on account of his allowed exemption in the Property; and

(g) Seventh, the balance to the Trustee.

10. The sale transaction contemplated by this Order is undertaken by the Purchaser in good faith, as that term is used in 11 U.S.C. § 363(m), and the Purchaser is entitled to the rights and protections granted thereby.

BY THE COURT:

Dated: **June 13, 2025**



PATRICIA M. MAYER,
UNITED STATES BANKRUPTCY JUDGE